



OFFICE OF THE ATTORNEY GENERAL

MEMORANDUM

September 29, 2005

To: All Law Enforcement Personnel and Organizations
From: Arizona Attorney General

Notice of Class Action Supplemental Relief Program and
Settlement re Certain Zylon-Containing Vests

Attached to this memorandum is important information and claims instructions concerning a pending class-action supplemental relief program and a settlement relating to **Zylon-containing** ballistic resistant soft body armor ("vests"). These settlements may affect your rights. **Please read the notices in their entirety.**

Armor Class Action I (Supplemental Relief Program)

The Supplemental Relief Program may apply if you purchased vests containing Zylon on or before **August 12, 2004**, from

- Armor Holdings, Inc.
- Armor Holdings Products, LLC,
- American Body Armor ("ABA"),
- Pro-Tech Armored Products of Massachusetts, Inc. ("Protech"),
- SafariLand Ltd., Inc. (Safariland") or
- Any of their subsidiaries or affiliated entities

Armor Class action II (Settlement)

The Settlement may apply if you purchased new American Body Armor or Safariland vests containing Zylon on or After **August 13, 2004 through August 29, 2005**.

*****IMPORTANT DEADLINES*****

The attached information contains important deadlines. If you wish to *object* to the Supplemental Relief Program or the Settlement, you must do so by **October 21, 2005**. If you wish to *exclude yourself* from participating in the Settlement you must do so by **October 21, 2005**. If you wish to *participate* in the Supplemental Relief Program or the Settlement, you must do so by **December 1, 2005**.

THE ATTORNEY GENERAL'S OFFICE DOES NOT EXPRESS ANY VIEW ON THE ADEQUACY OR FAIRNESS OF THE SUPPLEMENTAL RELIEF PROGRAM OR THE SETTLEMENT.

ARMOR CLASS ACTION I

IF YOU PURCHASED AN AMERICAN BODY ARMOR™, SAFARILAND®, or PROTECH™ ZYLON®-CONTAINING VEST ON OR BEFORE AUGUST 12, 2004, PLEASE READ THE NOTICE BELOW, IT EFFECTS YOUR RIGHTS

IN THE CIRCUIT COURT OF THE FOURTH JUDICIAL CIRCUIT IN AND FOR DUVAL COUNTY, FLORIDA

SOUTHERN STATES POLICE BENEVOLENT ASSOCIATION, INC., TOBY DARBY, DAVID HIGGINS, JEFF T. NEWTON, SEAN RILEY, JASON ROSS and KEITH R. SOBOLESKI, On Behalf of Themselves And All Others Similarly Situated,

Plaintiffs,

vs.

ARMOR HOLDINGS, INC., ARMOR HOLDINGS PRODUCTS, LLC., PRO-TECH ARMORED PRODUCTS OF MASSACHUSETTS, INC., and SAFARI LAND LTD., INC.

Defendants.

**CLASS REPRESENTATION
CASE NO. 2004-2942CA
DIVISION CV-E**

**CONSOLIDATED WITH CLASS
REPRESENTATION CASE NO.
2005-CA-005925**

**HON. BERNARD NACHMAN
CIRCUIT COURT JUDGE**

NOTICE OF FAIRNESS HEARING ON SUPPLEMENTAL RELIEF PROGRAM

TO: All law enforcement personnel and organizations, and other individuals who purchased new ballistic resistant soft body armor (vests) containing Zylon® from Armor Holdings, Inc., Armor Holdings Products, LLC, American Body Armor™ ("ABA"), Pro-Tech Armored Products of Massachusetts, Inc. ("Protech™"), Safari Land Ltd., Inc. ("Safariland®") or any of their subsidiaries or affiliated entities (collectively "Armor Holdings" or "Defendants"), [on or before August 12, 2004] excluding federal agencies and any persons who were physically injured as a result of alleged defects in the vests ("the Class").

A lawsuit was previously filed in this court involving claims by the above named Plaintiffs that certain ballistic resistant soft body armor (vests) containing Zylon® manufactured by Defendants fail to meet the warranties provided with the vests.

On or about August 11, 2004, Plaintiffs and Defendants entered into a Stipulation of Settlement. In general terms¹, the Stipulation of Settlement provided for the certification of a class (the "Class") of purchasers of the Zylon®-containing vests manufactured by Defendants; provided that Class members having certain models of Zylon®-containing vests could exchange those vests for other vests manufactured by Defendants (the "Exchange Program"); provided that Defendants would institute a testing program for Zylon®-containing vests that were not initially subject to the Exchange Program; and provided that if testing revealed that other Zylon®-containing vests would not meet the warranties provided with the vests, the Class members who had purchased those vests would be provided with relief on a reasonably comparable basis to the Exchange Program.

On September 30, 2004, the Court entered an Agreed Final Order And Judgment² providing final certification of the Class and final approval of the Stipulation of Settlement as to the Class members who had been provided with notice. On November 5, 2004, the court entered an Agreed Supplemental Final Order And Judgment³,

¹ The statement of the general terms of the Stipulation is provided here for background only, in order that the other parts of this Notice are placed in context.

² The statement regarding the content of the Agreed Final Order And Judgment is provided for purposes of background only.

³ The statement regarding the content of the Agreed Supplemental Final Order And Judgment is provided for purposes of background only.

providing final approval of the Stipulation of Settlement as to the Class members who had not initially been provided with notice but who were subsequently provided with notice.

The Settlement, as approved by the Court, has proceeded.

The purpose of this notice is to provide information concerning a Supplemental Relief Program that, if approved by the Court, will provide benefits, as described below, to the members of the Class who are eligible to participate.

The NIJ Report

On August 24, 2005, the United States Department of Justice, National Institute of Justice, released its *Third Status Report to the Attorney General on Body Armor Safety Initiative Testing and Activities* ("Third NIJ Report"). The Third NIJ Report contains substantial documentation, scientific information and additional testing data on Zylon®-containing vests. In a release that accompanied issuance of the Third NIJ Report, the NIJ stated that it has identified Zylon® "as a material that appears to create a risk of death or serious bodily injury as a result of degraded ballistic performance when used in body armor." Consequently, all Zylon®-containing vests have been de-certified by the NIJ.

Supplemental Relief Relating To Remaining Zylon®-Containing Vests

As a result of the actions of the NIJ, the parties have agreed that supplemental relief should be provided to those Class members owning Zylon®-containing vests that were not subject to the Exchange Program, as well as to those Class members who obtained a Zylon®-containing vest in the Exchange Program, as described below. (This program of supplemental relief is hereinafter referred to as the "Supplemental Relief Program." The Class members described above are the Class members eligible to participate in the Supplemental Relief Program ("Eligible Class Members")).

Supplemental Relief Program -- The Eligible Class Members shall be entitled to choose one of the options set out below.

A. Cash Option - The Eligible Class shall be entitled to a cash payment from Defendants, if and only if, as follows:

1. Upon (a) submitting *definitive* proof of purchase (receipt, cancelled check, credit card receipt or other credible evidence showing actual purchase price paid for the vest), and (b) the return of both the front and back vest panels, an Eligible Class Member whose Zylon®-containing vest was purchased **on or after August 13, 2004 through August 29, 2005**, shall be entitled to a cash payment of 100% of the purchase price.
2. Upon (a) submitting *definitive* proof of purchase (receipt, cancelled check, credit card receipt or other credible evidence showing actual purchase price paid for the vest), and (b) the return of both the front and back vest panels, an Eligible Class Member whose Zylon®-containing vest was purchased **on or after August 13, 2003 through August 12, 2004**, shall be entitled to a cash payment of 80% of the purchase price.
3. Upon (a) submitting *definitive* proof of purchase (receipt, cancelled check, credit card receipt or other credible evidence showing the actual purchase price of the vest), and (b) the return of both the front and back vest panels, an Eligible Class Member whose Zylon®-containing vest was purchased **on or after August 13, 2002 through August 12, 2003**, shall be entitled to a cash payment of 60% of the purchase price.
4. Upon (a) submitting *definitive* proof of purchase (receipt, cancelled check, credit card receipt or other credible evidence showing actual purchase price of the vest), and (b) the return of both the front and back vest panels, an Eligible Class Member whose Zylon®-containing vest was purchased **on or before August 13, 2000 through August 12, 2002**, shall be entitled to a cash payment of 50% of the purchase price.

B. Voucher Option - Upon (a) submitting *reasonable* proof of purchase (reasonable proof includes anything that constitutes *definitive* proof and also includes other proof such as a purchase order, or sales record, or an Eligible Class Member showing his or her vest to the distributor and obtaining confirmation from

the distributor reasonably acceptable to the Defendants as to purchase price), and (b) the return of both the front and back vest panels (the panels will not need to be returned prior to Eligible Class Members receiving their replacement vests), Eligible Class Members, including Eligible Class Members who have received a Zylon replacement vest pursuant to the first Exchange Program, shall be entitled to a voucher equal to the full purchase price paid for their original vest, regardless of the original purchase date. If, however, an Eligible Class Member produces his or her vest, but has no other proof of purchase, then the Defendants shall confer with the distributor to determine the price paid for the vest for purposes of assigning a value to that Eligible Class Member's voucher. These vouchers will be redeemable through any authorized distributor of Defendants for the purchase of any product manufactured by Defendants and sold through its authorized distributors. These vouchers expire one year from the date Defendants have five ballistic resistant concealable soft body armor models deemed to comply with the NIJ 2005 Interim Requirements (i.e., NIJ Notices of Compliance are issued by the NIJ for five such models), or January 1, 2007, whichever is later. The Defendants will work with their distributors to provide a process whereby Eligible Class Members will not be required to pay for their replacement vests prior to receiving their vouchers.

FAIRNESS HEARING

The Court will hold a hearing in Courtroom One, Duval County Courthouse, 330 East Bay Street, Jacksonville Florida at **2:00 p.m. on October 27, 2005**, to hear any objections to Supplemental Relief Program and to make a final determination as to whether to approve the Supplemental Relief Program as fair, adequate and reasonable under the facts and circumstances ("Fairness Hearing").

At the Fairness Hearing, the Court will also consider a request by counsel for named Plaintiffs and the Class for an award of attorney fees and expenses to be paid by Defendants. Plaintiffs' Counsels' fees and expenses may only be awarded after the Court has determined such fees and expenses are fair and reasonable. Payment of any such award, if approved, will not impact the Supplemental Relief Program.

YOU HAVE A RIGHT TO PARTICIPATE IN THE SUPPLEMENTAL RELIEF PROGRAM OR TO OBJECT TO THE SUPPLEMENTAL RELIEF PROGRAM. INSTRUCTIONS FOR PARTICIPATING IN THE SUPPLEMENTAL RELIEF PROGRAM OR OBJECTING TO THE SUPPLEMENTAL RELIEF PROGRAM ARE CONTAINED IN THE ENCLOSED *ZYLON VEST EXCHANGE REGISTRATION & CLAIM FORM*.

RIGHT TO MAKE APPEARANCE

You have a right to make an appearance at the Fairness Hearing by yourself or through your own attorney. Attendance at the hearing is not necessary; however, Class members wishing to be heard orally in opposition to the Supplemental Relief Program should indicate in their written objection their intention to appear at the hearing. Class members who support the Supplemental Relief Program do not need to appear at the hearing or take any other action to indicate their approval, but must complete and submit a Claim Form by **December 1, 2005** to participate in the Supplemental Relief Program and receive benefits.

FURTHER PROCEEDINGS

If the Supplemental Relief Program is not approved, the parties will remain in the same position as they were prior to the Fairness Hearing.

ADDITIONAL INFORMATION

Any questions you have about the matters in this notice should NOT be directed to the Court, but may be directed in writing to:

Lead Class Counsel:

W. Pitts Carr, Esq.
CARR, TABB & POPE, LLP
10 North Parkway Square
4200 Northside Parkway, NW
Atlanta, Georgia 30327

Armor Class Action I

Defendants' Lead Counsel:

Richard W. Hosking, Esq.
KIRKPATRICK & LOCKHART NICHOLSON GRAHAM, LLP
535 Smithfield Street
Pittsburgh, Pennsylvania 15222-2312

You may, of course, seek the advice and guidance of your own attorney if you desire. The pleadings and other records in this litigation, including a complete copy of the Stipulation of Settlement and Agreed Order Regarding Fairness Hearing on Supplemental Relief Program may be examined and copied at any time during regular office hours at:

Office of the Clerk of Court
Circuit Court of Duval County, Florida
330 East Bay Street, Room 103
Jacksonville, Florida 32202

ZYLON VEST EXCHANGE REGISTRATION & CLAIM FORM ("Claim Form")

A Claim Form is enclosed. To participate in the Supplemental Relief Program or to object to the Supplemental Relief Program, follow the instructions in the Claim Form. The Claim Form is also available for downloading and may be submitted online at www.bodyarmor.com/zylon.

REMINDER OF TIME LIMITS

If you wish to participate in this Supplemental Relief Program you must: (a) complete and submit a Claim Form online at www.bodyarmor.com/zylon, on or before **December 1, 2005**; **OR** (b) complete and fax a Claim Form on or before **December 1, 2005** to the Claims Administrator at 1-800-716-9829; **OR** (c) complete and submit a Claim Form to the Claims Administrator by mail, postmarked on or before **December 1, 2005** addressed to:

ARMOR CLASS ACTION I
Claims Administrator
P.O. Box 466
Traverse City, Michigan 49685-0466
Telephone: (866) 815-2914
Facsimile (800) 716-9829

If you wish to object to the Supplemental Relief Program, you must file your written objection with the Clerk of Court by mail at the address below, postmarked on or before **October 21, 2005** and mail a copy to Lead Class Counsel at the address above.

Class members adversely affected by Hurricane Katrina and its aftermath in parts of Alabama, Louisiana or Mississippi, shall not be bound by the time limits above and should contact the Claims Administrator at the earliest practicable time for assistance.

This Notice is issued pursuant to the Preliminary Approval Order issued by the Honorable Bernard Nachman, Circuit Judge, dated August 31, 2005.

Office of the Clerk of Court
Circuit Court of Duval County, Florida
330 East Bay Street, Room 103
Jacksonville, Florida 32202

ARMOR CLASS ACTION II

IF YOU PURCHASED AN AMERICAN BODY ARMOR™ OR SAFARILAND® ZYLON®-CONTAINING VEST BETWEEN AUGUST 13, 2004 AND AUGUST 29, 2005, PLEASE READ THE NOTICE BELOW, IT EFFECTS YOUR RIGHTS

IN THE CIRCUIT COURT OF THE FOURTH JUDICIAL CIRCUIT IN AND FOR DUVAL COUNTY, FLORIDA

**SOUTHERN STATES POLICE BENEVOLENT
ASSOCIATION, INC., SHAUN CARLSON and
JASON ROSS On Behalf of Themselves And All
Others Similarly Situated,**

Plaintiffs,

vs.

**ARMOR HOLDINGS, INC., ARMOR HOLDINGS
PRODUCTS, LLC. and SAFARI LAND LTD., INC.**

Defendants.

**CLASS REPRESENTATION
CASE NO. 2005-CA-005925**

**CONSOLIDATED WITH
CLASS REPRESENTATION CASE NO.
2004-CA-2942**

**HON. BERNARD NACHMAN
CIRCUIT COURT JUDGE**

NOTICE OF PENDENCY OF CLASS ACTION, PROPOSED SETTLEMENT AND FINAL APPROVAL HEARING

TO: All law enforcement personnel and organizations, and other individuals, who purchased new American Body Armor™ or Safariland® ballistic resistant soft body armor containing Zylon® on or after August 13, 2004 through August 29, 2005, excluding Defendants, Defendants' affiliates, parents and subsidiaries, all directors, officials, agents, and employees of Defendants, Defendants' distributors, federal agencies and any persons who have been physically injured as a result of defects of their vests.

A lawsuit is pending in this court involving claims by the above named Plaintiffs that certain ballistic resistant soft body armor (vests) containing Zylon® manufactured by Defendants fail to meet the warranties provided with the vests.

In an Order dated September 7, 2005 the Court has preliminarily ruled that this case may be maintained for Settlement purposes on behalf of the Class identified above.

The purpose of this notice is to advise you of the status of the lawsuit, including a statement of your rights with respect to a proposed Settlement ("Settlement") of the case.

The NIJ Report

On August 24, 2005, the United States Department of Justice, National Institute of Justice, released its *Third Status Report to the Attorney General on Body Armor Safety Initiative Testing and Activities* ("Third NIJ Report"). The Third NIJ Report contains substantial documentation, scientific information and additional testing data on Zylon®-containing vests. In a release that accompanied issuance of the Third NIJ Report, the NIJ stated that it has identified Zylon® "as a material that appears to create a risk of death or serious bodily injury as a result of degraded ballistic performance when used in body armor." Consequently, all Zylon®-containing vests have been de-certified by the NIJ. **As a result of the actions of the NIJ, the parties have agreed that benefits should be provided to Class members as described below.**

TERMS OF PROPOSED SETTLEMENT

Subject to court approval, Named Plaintiffs and Defendants have agreed on a Settlement containing the following terms:

Class Members shall be entitled to choose one of the options set out below.

- A. Cash Option - The Class members shall be entitled to a cash payment from Defendants, if and only if, as follows:

Upon (a) submitting *definitive* proof of purchase (receipt, cancelled check, credit card receipt or other credible evidence showing actual purchase price paid for the vest), and (b) the return of both the front and back vest panels, Class members shall be entitled to a cash payment of 100% of the purchase price.

- B. Voucher Option - Upon (a) submitting *reasonable* proof of purchase (reasonable proof includes anything that constitutes *definitive* proof and also includes other proof such as a purchase order, or sales record, or a Class member showing his or her vest to the distributor and obtaining confirmation from the distributor reasonably acceptable to the Defendants as to purchase price), and (b) the return of both the front and back vest panels (the panels will not need to be returned prior to Class members receiving their replacement vests), Class members shall be entitled to a voucher equal to the full purchase price paid for their original vest, regardless of the original purchase date. If, however, a Class member produces his or her vest, but has no other proof of purchase, then Defendants shall confer with the distributor to determine the price paid for the vest for purposes of assigning a value to that Class member's voucher. These vouchers will be redeemable through any authorized distributor of Defendants for the purchase of any product manufactured by Defendants and sold through its authorized distributors. These vouchers expire one year from the date Defendants have five ballistic resistant concealable soft body armor models deemed to comply with the NIJ 2005 Interim Requirements (i.e., NIJ Notices of Compliance are issued by the NIJ for five such models), or January 1, 2007, whichever is later. The Defendants will work with their distributors to provide a process whereby Class members will not be required to pay for their replacement vests prior to receiving their vouchers.

All Class members will be required to return their vests, as indicated above.

EFFECT OF APPROVAL OF SETTLEMENT

In the event the Settlement is approved at the Final Approval Hearing (see below), the claims of Class members (except those who have excluded themselves from the Settlement) against Defendants will be released and extinguished, except to the extent that rights remain under the terms of the proposed Settlement.

FINAL APPROVAL HEARING

The court will hold a hearing in Courtroom One, Duval County Courthouse, 330 East Bay Street, Jacksonville Florida at **3:00 p.m. on October 27, 2005**, to hear any objections to the Settlement and to make a final determination as to whether to approve the Settlement as fair, adequate and reasonable under the facts and circumstances ("Final Approval Hearing").

At the Final Approval Hearing, the Court will also consider a request by counsel for named Plaintiffs and the Class for an award of attorney fees and expenses to be paid by Defendants. Plaintiffs' Counsels' fees and expenses may only be awarded after the Court has determined such fees and expenses are fair and reasonable. Payment of any such award, if approved, will only be made when the Settlement becomes Final and will not impact the benefits provided in this Settlement.

YOU HAVE A RIGHT TO PARTICIPATE IN THE SETTLEMENT, TO EXCLUDE YOURSELF FROM THE SETTLEMENT, OR TO OBJECT TO THE SETTLEMENT. INSTRUCTIONS FOR PARTICIPATING IN THE SETTLEMENT, EXCLUDING YOURSELF FROM THE SETTLEMENT, OR OBJECTING TO THE SETTLEMENT ARE CONTAINED IN THE ENCLOSED *ZYLON VEST EXCHANGE REGISTRATION & CLAIM FORM*.

RIGHT TO MAKE APPEARANCE

Any Class member who does not request exclusion may make an appearance at the Final Approval Hearing by yourself or through your own attorney. Attendance at the hearing is not necessary; however, Class members wishing to be heard orally in opposition to the Settlement should indicate in their written objection their intention to appear at the hearing. Class members who support the Settlement do not need to appear at the hearing or take any other action to indicate their approval, but must complete and submit a Claim Form by **December 1, 2005** in order to participate in the Settlement and receive benefits.

FURTHER PROCEEDINGS

If the Settlement is not approved, the parties will remain in the same position as they were prior to the Settlement and the litigation will continue.

ADDITIONAL INFORMATION

Any questions you have about the matters in this notice should NOT be directed to the Court, but may be directed in writing to:

Lead Class Counsel:

W. Pitts Carr, Esq.
CARR, TABB & POPE, LLP
10 North Parkway Square
4200 Northside Parkway, NW
Atlanta, Georgia 30327

Defendants' Lead Counsel:

Richard W. Hosking, Esq.
KIRKPATRICK & LOCKHART NICHOLSON GRAHAM, LLP
535 Smithfield Street
Pittsburgh, Pennsylvania 15222-2312

You may, of course, seek the advice and guidance of your own attorney if you desire. The pleadings and other records in this litigation, including a complete copy of the Stipulation of Settlement may be examined and copied at any time during regular office hours at:

Office of the Clerk of Court
Circuit Court of Duval County, Florida
330 East Bay Street, Room 103
Jacksonville, Florida 32202

ZYLON VEST EXCHANGE REGISTRATION & CLAIM FORM ("Claim Form")

A Claim Form is enclosed. To participate in the Settlement, exclude yourself from the Settlement or object to the Settlement, follow the instructions in the Claim Form. The Claim Form is also available for downloading and may be submitted online at www.bodyarmor.com/zylon.

REMINDER OF TIME LIMITS

If you wish to participate in this Settlement you *must*: (a) complete and submit a Claim Form online at www.bodyarmor.com/zylon, by **December 1, 2005**; OR (b) complete and fax a Claim Form on or before **December 1, 2005** to the Claims Administrator at the number below; **OR** (c) submit a Claim Form to the Claims Administrator by mail, postmarked on or before **December 1, 2005** addressed to:

ARMOR CLASS ACTION II
Claims Administrator
P.O. Box 466
Traverse City, Michigan 49685-0466
Telephone: (866) 815-2914
Facsimile (800) 716-9829

If you wish to exclude yourself from participating in the Settlement, you shall be excluded if you: (a) complete and submit the Request For Exclusion Form online at www.bodyarmor.com/zylon on or before **October 21, 2005**; **OR** (b) complete and fax the Request For Exclusion section of the Claim Form to the Claims Administrator at (800) 716-9829 on or before **October 21, 2005**; **OR** (c) complete and submit the Request For Exclusion section of the Claim Form to the Claims Administrator by mail, postmarked on or before **October 21, 2005** and mail a copy to:

Lead Class Counsel:

W. Pitts Carr, Esq.
CARR, TABB & POPE, LLP
10 North Parkway Square
4200 Northside Parkway, NW
Atlanta, Georgia 30327

If you wish to object to the Settlement, you must file your written objection with the Clerk of Court by mail at the address below, postmarked on or before **October 21, 2005** and mail a copy to Lead Class Counsel at the address above.

Class members adversely affected by Hurricane Katrina and its aftermath in parts of Alabama, Louisiana or Mississippi, shall not be bound by the time limits above and should contact the Claims Administrator at the earliest practicable time for assistance.

This Notice is issued pursuant to the Preliminary Approval Order issued by the Honorable Bernard Nachman, Circuit Judge, dated September 7, 2005.

Office of the Clerk of Court
Circuit Court of Duval County, Florida
330 East Bay Street, Room 103
Jacksonville, Florida 32202

ZYLON VEST EXCHANGE **REGISTRATION & CLAIM FORM**

**READ THIS ENTIRE DOCUMENT CAREFULLY. IT EFFECTS YOUR LEGAL RIGHTS.
IT ALSO PROVIDES DEADLINES THAT YOU MUST MEET.**

I. **Introduction**

Armor Class Action I:

1. If you purchased a Zylon-containing vest from American Body Armor™, Safariland® or ProTech™ on or before **August 12, 2004** ("*Armor Class Action I*"), you may have received by mail or have read a published Notice of Fairness Hearing on Supplemental Relief Program. The Notice describes a proposed Supplemental Relief Program ("**Supplemental Relief Program**") on behalf of the members of *Armor Class Action I*.

Armor Class Action II:

2. If you purchased a Zylon-containing vest from American Body Armor™ or Safariland® between **August 13, 2004 and August 29, 2005** ("*Armor Class Action II*"), you may have received by mail or have read a published Notice of Pendency of Class Action, Proposed Settlement and Final Approval Hearing. The Notice describes a proposed Settlement ("**Settlement**") of a lawsuit brought on behalf of members of *Armor Class Action II*.

II. **To Participate in the Supplemental Relief Program and/or Settlement**

If you a member of *Armor Class Action I* or a member of *Armor Class Action II*, either an agency or an individual (you may be a member of both Classes if you purchased multiple vests at different times), and you wish to **PARTICIPATE** in the Supplemental Relief Program and/or the Settlement (depending on the Class in which you are a member), you must complete the information in sections III and IV of this Claim Form, sign and date below and mail or fax it by **December 1, 2005** to:

Zylon Vest Exchange Program
Claims Administrator
P.O. Box 466
Traverse City, Michigan 49685-0466
Telephone: 1(866) 815-2914
Facsimile: 800-716-9829

You may also complete and submit the Claim Form online at www.bodyarmor.com/zylon, but must do so on or before **December 1, 2005**.

III. **Information About Zylon Vest Purchasers**

All Class members (both *Armor Class Action I* and *Armor Class Action II*) **MUST** provide the **Contact Information** requested in this section, and the **Agency Information** (if the Class member works for an agency or worked for an agency when that Class member purchased his or her vest).

Contact Information (Vest Owner or Agency POC)

Name (First, Middle Initial & Last)

Position or Title

Badge/ID No.

Address 1

Address 2

City

State

Zip

Primary eMail

Work Phone

Ext.

Alternate Phone

Gender ☐ Male ☐ Female

I am registering as: ☐ An Individual ☐ An Agency Administrator (Point of Contact)

Form H1791 v.web

How many Zylon-Containing vests are you registering for? _____ (Estimate the vest count, you can modify it later)

How was your vest purchased? (who paid for it?) ☐ Agency ☐ Officer ☐ Joint ☐ Other ☐ Unknown

Best TimeTo Call ☐ Morning ☐ Afternoon ☐ Evening ☐ I Prefer eMails

Best Day(s) To Call (Check all that apply) ☐ Monday ☐ Tuesday ☐ Wednesday ☐ Thursday ☐ Friday ☐ Saturday

CONFIDENTIALITY: We respect your need for privacy and confidentiality.

We are collecting your contact information solely to facilitate the prompt handling of your registration.

Agency Information

Agency Name _____

Address 1 _____

Address 2 _____

City _____

State _____

Zip _____

This Address is:

☐ Headquarters ☐ Branch/Field Office

Country

☐ USA

☐ Other _____

Phone _____

Ext. _____

Fax _____

NO PO BOXES -- Requires a FedEx shipping address

Comments or Questions

IV. Election of Benefits

Armor Class Action I: To receive benefits, members of *Armor Class Action I* MUST complete sections A, B and C in the Supplemental Relief Program box directly below:

Supplemental Relief Program

- A. I/our agency elects to participate in the Supplemental Relief Program ____ (check).
- B. I/our agency elects the following Option for participation in the Supplemental Relief Program (See Notice of Fairness Hearing on Supplemental Relief Program for complete description of Option 1 and Option 2):
1. Cash Option - ____ (check if you/your agency selects this option)
 2. Voucher Option - ____ (check if you/your agency selects this option)
- C. I/our agency understands that by electing to participate in the Supplemental Relief Program, my/its legal rights against Defendants will be released and extinguished, except for those rights that are provided by the Supplemental Relief Program and the warranty on the new vest that I/it may obtain with the voucher under option 2. If your agency purchased multiple vests and would like to select the cash option for some of the vests and the voucher option for others, please check both boxes; OTHERWISE, PLEASE SELECT ONLY ONE OPTION.

Armor Class Action II: To receive benefits, members of *Armor Class Action II* MUST complete sections A, B and C in the Settlement box directly below:

Settlement

- A. I/our agency elects to participate in the Settlement ____ (check).
- B. I/our agency elects the following Option for participation in the Settlement (See Notice of Pendency of Class Action, Proposed Settlement and Final Approval Hearing for complete description of Option 1 and Option 2):
1. Cash Option - ____ (check if you/your agency selects this option)
 2. Voucher Option - ____ (check if you/your agency selects this option)
- C. I/our agency understands that by electing to participate in the Settlement, my/its legal rights against Defendants will be released and extinguished, except for those rights that are provided by the Settlement and the warranty on the new vest that I/it may obtain with the voucher under option 2.
- If your agency purchased multiple vests and would like to select the cash option for some of the vests and the voucher option for others, please check both boxes; OTHERWISE, PLEASE SELECT ONLY ONE OPTION.

V.

To Object to the Supplemental Relief Program or the Settlement

If you wish **OBJECT** to the Supplemental Relief Program, the Settlement, or to the application by Plaintiffs' Counsel for an award of attorneys' fees and expenses in either the Supplemental Relief Program or the Settlement, then you must state your objection in writing and mail it, postmarked on or before **October 21, 2005** to:

Office of Clerk of Court
Circuit Court of Duval County
330 East Bay Street, Room 103
Jacksonville, Florida 32202

AND PROVIDE A COPY TO:

W. Pitts Carr, Esq.
Carr, Tabb & Pope, LLP
10 North Parkway Square
4200 Northside Parkway, NW
Atlanta, Georgia 30327

VI.

To Exclude Yourself From the Class

NOTE: IF YOU ARE A MEMBER OF ARMOR CLASS ACTION I, PLEASE DISREGARD THIS SECTION. ONLY MEMBERS OF ARMOR CLASS ACTION II MAY EXCLUDE THEMSELVES.

If you purchased a Zylon-containing vest from American Body Armor™ or Safariland® between **August 12, 2004 and August 29, 2005** (*Armor Class Action II*), and you wish to **EXCLUDE** yourself from the Class, you must complete the Request for Exclusion below and mail or fax it by **October 21, 2005** to:

Zylon Vest Exchange Program
Armor Class II
Claims Administrator
P.O. Box 466
Traverse City, Michigan 49685-0466
Telephone: 1(866) 815-2914
Facsimile: 800-716-9829

AND PROVIDE A COPY TO:

W. Pitts Carr, Esq.
Carr, Tabb & Pope, LLP
10 North Parkway Square
4200 Northside Parkway, NW
Atlanta, Georgia 30327
Telephone: (404) 442-9000
Facsimile: (404) 442-9700

You may also complete and submit a Request for Exclusion online at www.bodyarmor.com/zylon, but must do so on or before **October 21, 2005**. IF YOU DO NOT EXCLUDE YOURSELF FROM THE CLASS YOU WILL BE BOUND BY THE JUDGMENT OF THE COURT. IF YOU DO EXCLUDE YOURSELF FROM THE CLASS YOU WILL NOT RECEIVE THE BENEFITS OF THE SETTLEMENT.

VII.
For Additional Information

For additional information or questions you may contact the Claims Administrator at the address listed above, by calling 1-866-815-2914, or visit www.bodyarmor.com/zylon. If you have any problems participating in the Supplemental Relief Program or the Settlement, or receiving your benefits, you may contact Plaintiffs' Counsel:

W. Pitts Carr, Esq.
David M. Cohen, Esq.
Carr, Tabb, Pope & Freeman, LLP
10 North Parkway Square
4200 Northside Parkway, NW
Atlanta, Georgia 30327
(404) 442-9000

ALL CLASS MEMBERS (ARMOR CLASS ACTION I AND ARMOR CLASS ACTION II) PRINT AND SIGN YOUR NAME, AND ENTER THE DATE HERE.

Print Name

Signature

Date

Request For Exclusion - Armor Class Action II Only

If you bought your Zylon-containing vest between **August 13, 2004 and August 29, 2005**, and do **NOT** wish to participate in the Settlement (Armor Class Action II), complete this portion of this Claim Form.

- A. I/our agency does **NOT** want to participate in the Settlement. _____ (check)
- B. I/our agency does not have American Body Armor™ or Safariland® vests that contain Zylon®. _____ (check if applicable)
- C. I/our agency understands that I/my agency may be a member of a Class of persons who purchased American Body Armor™ or Safariland® vests containing Zylon® between **August 12, 2004 and August 29, 2005**. I/our agency understand(s) that certain legal claims have been asserted on behalf of the Class and that I/our agency have/has the right to exclude myself/my agency from the Class.

I have read the Armor Class Action II Notice of Pendency of Class Action, Proposed Settlement and Final Approval Hearing. I am sufficiently advised of my rights to remain in the Class and to be bound by any judgment rendered therein, however, I do NOT wish to be a member of the Class. By opting out, I am excluding myself/my agency from the binding effect of judgment and from all benefits available to Class members. I also realize that if I exclude myself/my agency from the Class by opting out and subsequently choosing to bring an independent action, I will be responsible for choosing and compensating my own attorney(s) and that the statute of limitations for bringing claims set forth in this litigation will again begin to run from the date of my request for exclusion.

I understand that this **REQUEST FOR EXCLUSION** must be completed and returned by mail, postmarked on or before **October 21, 2005**.

**YOU MUST PRINT AND SIGN
YOUR NAME, ENTER THE DATE,
YOUR TELEPHONE NUMBER
AND THE NUMBER OF VESTS
PURCHASED**

Print Name

Signature

Date

Telephone No.

No. of American Body Armor™ and/or Safariland®
Zylon®-containing Vests purchased